

**GOOD NEIGHBOR AGREEMENT FOR NATIVE ROOTS APOTHECARY MEDICAL
CENTER AND RETAIL MARIJUANA STORE LOCATED AT 500 GRANT STREET, DENVER,
COLORADO**

This Agreement is entered into by and between Capitol Hill United Neighborhoods, Inc., (CHUN) a Colorado 501(c)(3) non-profit organization and registered neighborhood organization in the City and County of Denver, and Cultural Arts Residential Organization (CARO), a registered neighborhood organization in the City and County of Denver, hereinafter referred to as RNOs, and Alternative Medicine on the Mall, LLC, a Colorado limited liability company, dba Native Roots Apothecary, (Native Roots). CHUN, CARO and Native Roots are hereinafter referred to as the "Parties".

I. RECITALS

A. RNOs are registered neighborhood organizations in Denver, Colorado, with neighborhood boundaries which include the premises at 500 Grant Street, Denver, Colorado 80203. RNOs have been engaged in efforts to protect and improve the safety and quality of life in the neighborhood surrounding 500 Grant Street. The Parties want to continue to protect and improve the safety, health, welfare, morals and quality of life in the neighborhood.

B. Native Roots leases a storefront at 500 Grant Street, Denver, Colorado 80203 (the "Premises").

C. Native Roots has applied with the City of Denver for the transfer of an existing medical marijuana center and retail marijuana store license that it owns in Denver, Colorado (the "Licenses") to the Premises.

D. Native Roots wants RNOs to refrain from opposing its pending application for the licenses.

II. AGREEMENT

In consideration of the mutual agreements herein, the Parties agree as follows:

1. Native Roots agrees to comply with all Colorado Marijuana Enforcement Division regulations pertaining to the sale of marijuana at the Premises. Native Roots further agrees to abide by all City of Denver ordinances and regulations and the laws of the State of Colorado.

2. Native Roots agrees to provide the RNOs with the names and telephone numbers of the managers and executive officers of the medical marijuana center and retail marijuana store so that contact may be made by RNOs.

3. Native Roots will ensure a prompt response to any concerns or complaints from the Councilperson of Denver City Council District 10 and RNOs to address any community concerns. RNOs may request notice of any such meetings called by the Councilperson for District 10 so that a representative of RNOs may attend such meetings.

4. Native Roots will conduct its operations in a good neighborly fashion, and will maintain its premises in a clean and orderly manner. Native Roots will regularly monitor the grounds surrounding its premises to remove unwanted trespassers and to clean up any litter, including glass, located on the grounds and adjacent areas.

5. Native Roots agrees that it will not dispose of any of its products, including but not limited to edibles or equipment, in bins which are accessible to passersby or which can be accessed by adults or children. Any products which are not useable or which cannot be sold will be disposed of in locked containers and properly disposed of by the owners, operators, managers or employees of the medical marijuana center and retail marijuana store.

6. Native Roots acknowledges that its location is adjacent and surrounded by residential apartments, condominium buildings, commercial businesses and establishments. In recognition of the businesses in such an area, Native Roots agrees to post in a location visible to passersby a sign outside the premises which reads:

“THESE PREMISES ARE FOR CUSTOMERS ONLY. PLEASE BE RESPECTFUL OF SURROUNDING BUSINESSES AND RESIDENTIAL PROPERTIES AND PROMPTLY LEAVE THE PREMISES AND SURROUNDING PROPERTY ONCE YOUR BUSINESS INSIDE IS CONCLUDED.

NO TRESPASSING, PUSUANT TO D.R.M.C. SECTION 38-115

PURSUANT TO STATE AND LOCAL LAW, THE CONSUMPTION OF MARIJUANA ON THE PREMISES OR IN PUBLIC IS PROHIBITED.”

All signs must be at least 12 inches by 16 inches in size with lettering that is at least one inch in height. All signage must fully comply with city ordinances and regulations.

7. Native Roots shall notify law enforcement when its staff suspects that criminal or public nuisance acts are occurring or are about to occur on the Premises. Persons committing these acts shall be removed and barred from the premises.

8. If Native Roots receives any state or local disciplinary action resulting from its operations at the Premises, Native Roots will promptly notify the Councilperson for District 10 and RNOs.

9. RNOs whose neighborhood boundaries include the Premises have authorized and approved the terms of this Agreement pursuant to their organizational procedures. RNOs support the transfer of location of the Licenses to the Premises.

10. RNOs agree not to contest the transfer of location of the licenses, so long as the operations of Native Roots medical marijuana center and retail marijuana store are carried out in accordance with the terms and conditions contained in this Agreement.

11. RNOs agree to notify Native Roots in writing of any complaints regarding the operations of the Premises, prior to making any formal complaints to the Denver Department of Excise and Licenses or any other agencies of the City and County of Denver. After written notice, RNOs further agree to allow Native Roots a reasonable corrective period and to engage in a reasonable attempt to mediate any complaints. Notwithstanding the foregoing, RNOs may report any emergencies or potentially irreversible threats to the well-being, peace and quiet of the immediate area.

III, MISCELLANEOUS

This Agreement is the entire agreement between CHUN, CARO and Native Roots and may not be amended except by a writing signed by the Parties. This Agreement has been duly authorized by each

Party. The failure to enforce or require compliance with any provision of this Agreement shall not constitute an amendment to this Agreement or preclude enforcement of that provision in the future.

This Agreement may be presented to the Department of Excise and Licenses or other agencies of the City and County of Denver and the Colorado Marijuana Enforcement division.

Native Roots will distribute this Agreement to its management personnel and to any persons who become management personnel in the future. In addition, Native Roots will review the requirements of this Agreement with its management personnel at least once a year.

In the event of a claimed breach of this Agreement by any Party, the Parties agree that the appropriate court in and for the City and County of Denver shall have exclusive jurisdiction of any legal proceedings and that injunctive relief may be an appropriate remedy subject to the sound discretion of such court.

EXECUTED AND EFFECTIVE as of the date first set forth below.

Alternative Medicine on the Mall LLC dba Native Roots Apothecary.
A Colorado Limited Liability Company

By: Shannon Fender
Shannon Fender
Director of Public Affairs

Dated: 09/09/19

CAPITOL HILL UNITED NEIGHBORHOODS, INC.
a Colorado 501(c)(3) non-profit organization
and Denver Registered Neighborhood Organization

By: Travis Leiker
Travis Leiker
President

Dated: 8/26/2019

CULTURAL ARTS RESIDENTIAL ORGANIZATION
a Denver Registered Neighborhood Organization

By: Mary-Jane Giordano
Mary-Jane Giordano

Dated: 8/26/19

